

1 BILL NO. S-82-04- 35

2 SPECIAL ORDINANCE NO. S- 82-82

3  
4 AN ORDINANCE approving a contract for  
5 Water Resolution No. 1026-81, Southdale  
6 Avenue, between the City of Fort Wayne  
7 and Scheidleman Excavating, Inc., for  
8 a 6" diameter water main.

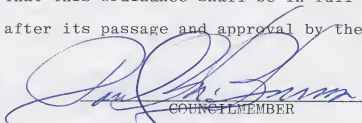
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That a certain contract, dated April 14, 1982,  
12 between the City of Fort Wayne, Indiana, by and through its Mayor  
13 and the Board of Public Works and Scheidleman Excavating, Inc.,  
14 for:

15 the installation of a 6" diameter water  
16 main on the north side of Southdale Avenue, from  
17 South Anthony Blvd. to Holton Avenue,

18 under Board of Public Works Water Resolution No. 1026-81, South-  
19 dale Avenue, at a total cost of \$15,640.57, all as more particul-  
20 arly set forth in said Contract which is on file in the Office  
21 of the Board of Public Works and is by reference incorporated  
22 herein and made a part hereof, be and the same is in all things  
23 ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and approval by the Mayor.

26   
COUNCILMEMBER

27 APPROVED AS TO FORM AND  
28 LEGALITY APRIL 23, 1982

29   
30 BRUCE O. BOXBERGER, CITY ATTORNEY  
31  
32

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Planning (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 4-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (UNANIMOUSLY) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>NUCKOLS</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 5-11-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 5-82-82

on the 11th day of May, 19 82

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN -- CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 19 82, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of May, 19 82, at the hour of 4 o'clock P M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-04-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Water Resolution No. 1026-81,  
Southdale Avenue, between the City of Fort Wayne and Scheildeman  
Excavating, Inc., for a 6" diameter water main

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE as PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

5-11-82

CONCURRED IN

DATE

CHARLES W. WESTERMAN, CITY CLERK

71-222-11  
4/14/82

BARRETT LAW CONTRACT  
(REVOLVING FUND)

WATER RESOLUTION NO. 1026-81

BOARD ORDER NO. 107-81

WORK ORDER NO. 63526

THIS CONTRACT made and entered into in triplicate this 14<sup>th</sup> day of April 1982, by and between SCHEIDLEMAN EXCAVATING, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install a 6" diameter water main including all necessary fittings as follows:

On the North side of Southdale Avenue, from South Anthony Boulevard to Holton Avenue,

in accordance with the specifications and Drawing No. Y-10559, Sheets 1 thru 4, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana, and do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the Contract the sum of fifteen thousand, six hundred forty dollars and fifty-seven cents, (\$15,640.57). In the event the amount of work is increased or decreased by OWNER, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The OWNER shall not make progress payments on account of the Contract.

It is proposed that the entire cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc., are to be financed through assessments to the benefited property owners. Payment for the work performed and materials supplied by the successful bidder will be made by the City Controller from funds now on hand in the "Barrett Law Revolving Fund."

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the OWNER to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing sufficient and adequate monies are retained by the City Controller to perform the necessary work. The OWNER shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted.

The City Controller will pay to the CONTRACTOR, within 60 days after the confirmation of the final assessment roll by the Board of Public Works, such amount as has been determined just and due, based upon the work performed and materials supplied by the CONTRACTOR in performing this project. However, all cash payments collected from the property owners in an amount not to exceed the engineering, easement damages, highway permits, inspection, advertising, area connection charges, etc., costs for the project, shall be retained by the City.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-17 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is by this reference incorporated herein and made a part hereof.

#### ARTICLE 7. PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay and also require of his Subcontractors that they pay wage rates on the work covered by this Contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, which is by this reference incorporated herein and made a part hereof.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the Contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 1026-81
- b. Instructions to Bidders for Resolution No. 1026-81
- c. Contractor's Proposal Dated March 11, 1982
- d. Fort Wayne Water Utility Engineering Department Drawing Y-10559, Sheets 1 thru 4
- e. Supplemental Specification for Water Resolution No. 1026-81
- f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I. E. 22-3-2-1).
- i. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale
- k. Performance and Guaranty Bond.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this Contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

#### ARTICLE 10. INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility, and his decision shall be final and conclusive upon the parties. No changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the Contract within 180 consecutive calendar days after having been ordered by the OWNER to commence work under this Contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHEIDLEMAN EXCAVATING, INC.

By: 

JOHN SCHEIDLEMAN, PRESIDENT

By: 

KAREN SCHEIDLEMAN, SEC.-TREASURER

CITY OF FORT WAYNE, INDIANA

By: 

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

  
STEPHEN A. BAILEY, CHAIRMAN

  
ROBERTA ANDERSON STATEN, MEMBER

ATTEST:

  
SANDRA E. KENNEDY, CLERK

\_\_\_\_\_  
BETTY R. COLLINS, MEMBER

APPROVED AS TO FORM AND LEGALITY:

  
ASSOCIATE CITY ATTORNEY CITY ATTORNEY

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1982.

Special Ordinance No. \_\_\_\_\_

(SPECIMEN FORM)  
CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY  
PERFORMANCE AND GUARANTY BOND

SP8009625

KNOW ALL MEN BY THESE PRESENTS, that we Scheidleman Excavating, Inc.  
6225 Stoney Creek Dr., Ft. Wayne, In. 46825  
(Contractor or Developer) as Principal, and the American Druggists' Ins. Co.  
(Insurance Company), a corporation organized under the laws of the State of  
Indiana (State and Date), and duly authorized to transact  
business in the State of Indiana, as Surety, are held firmly bound unto the City  
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$15,640.57  
(value of work) for the payment whereof well and truly to be made, the Principal  
and the Surety bind themselves, their heirs, executors, administrators, succes-  
sors and assigns, jointly and severally, firmly by those present. The condition  
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied  
for authority to construct or cause to be constructed, a water main to become  
part of the City's water distribution system, which said water main is to be  
built and constructed according to plans and specifications prepared by or  
approved by City and known as the South Dale Ave. Water Main; and  
(Name of Project)

Resolution #102681

WHEREAS, the grant of authority by City to so construct such water main  
provides:


1. That said water main shall be completed according to said plans and speci-  
fications, and warrant and guarantee all work, material, conditions of the  
water main for a period of one (1) year from the date of final acceptance  
in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice; and,
4. To agree to maintain said water main for a period of one (1) year following  
written acceptance by the City of said water main; and



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

  
Steven S. Schuchman

(Title)

SCHEIDLEMAN EXCAVATING, INC.

(Contractor or Developer)

BY: [Signature]

(Name)

[Signature]  
(Title)

The American Druggists' Insurance Co.  
(Insurance Company) Surety

\*BY: [Signature]

Authorized Agent

J. R. MORFORD, Attorney-in-fact

\*If signed by an agent,  
power of attorney must be attached

STATE OF INDIANA:  
SS:  
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

John D. Scheidleman, President  
(name) (title)

and J. R. MORFORD, President  
(name) (title)

of Donaldson, Morford & Company, Inc. and  
(company)

Attorney in Fact, for said American Druggists' Insurance Company  
as surety, with both of whom I am personally acquainted, and acknowledged that  
they subscribed their signatures to the above and foregoing bond, in their  
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 17th day of March,  
1982.

Reba H. Collins  
Notary Public  
Resident of Marion County, IN.

My Commission Expires:

2-15-85

## THE AMERICAN DRUGGISTS' INSURANCE COMPANY

800 American Building • Cincinnati, Ohio 45202 • 513-721-4270

SP N° 8009625

KNOW ALL MEN BY THESE PRESENTS THE AMERICAN DRUGGISTS' INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, and having its general office in the city of Cincinnati, State of Ohio, has made, constituted and appointed, and does by these presents, make, constitute and appoint

J. R. Morford

Indianapolis, Indiana

of its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind THE AMERICAN DRUGGISTS' INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of THE AMERICAN DRUGGISTS' INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

Two Hundred Fifty Thousand Dollars

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

THE AMERICAN DRUGGISTS' INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of THE AMERICAN DRUGGISTS' INSURANCE COMPANY, duly adopted and now in force, to wit: All Bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July  
1, 1982, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of March 17, 1982

THE AMERICAN DRUGGISTS' INSURANCE COMPANY



STATE OF OHIO )  
COUNTY OF HAMILTON )

By Gordon M. Barker President  
SS:

On this March 17, 1982, before me, a Notary Public, personally appeared Gordon M. Barker who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: January 15, 1985.



Margaret J. Wethington  
Notary Public

TITLE OF ORDINANCE Water Resolution 1026-81, Southdale Avenue

5-82-04-35

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Water Resolution 1026-81 for the installation of a 6" diameter

water main on the north side of Southdale Avenue, from South Anthony Blvd. to

Holton Avenue. Contract awarded to Scheidleman Excavating, Inc.

EFFECT OF PASSAGE Residents will have the water main they requested installed.

EFFECT OF NON-PASSAGE Water Main will not be installed

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$15,640.57 Barrett Law Revolving

Fund.

ASSIGNED TO COMMITTEE